

FILED  
Clerk  
District Court

SEP 29 2006

For The Northern Mariana Islands

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS**

By \_\_\_\_\_  
(Deputy Clerk)

**ABELLANOSA, JOANNA, et al.,**

Plaintiffs,

v.

**L&T INTERNATIONAL CORP.,**

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

I, Estelita Balicha, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. Sometime in 2004, I went to L&T to apply as hand packer. After filling up the application letter, I was interviewed by Amy Tse. Thereafter, I was told to go home and wait for a call from L&T for further information.
3. After several days, Baby Lopez called me to report to L&T. Baby Lopez told me to prepare all the requirements, and once I had completed, come back to L&T.

I.

**MEDICAL FEES**

(Physical Examination Fee  
and Health Certificate Fee)

4. Baby Lopez then asked me to get a new medical examination and health certificate before my employment application/documentation could be completed and processed. I asked her how the medical examination and the

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**ORIGINAL**

1 health certificate are going to be paid for. Baby said you pay for it now and on  
2 your renewal L&T will pay. I understood this to mean that if I did my job and  
3 not violate any company rules, that I would be renewed for a second year and  
4 that during that second year L&T would pay/repay for the health examination  
5 and health certificate fees.

6 5. I was not paid for my services and time spent in getting the medical  
7 examination and health certificate.

8  
9 II.  
CONTRACT SIGNING

10 6. My first non-resident contract was in 1997. Basically, annually since  
11 then, each year, my employers used and had me sign a standard form labor  
12 contract provided by DOL. I became familiar with the basic terms of the DOL  
13 standard form contract. A copy of such standard form contract is attached as  
14 Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

15 7. In 2004, when L&T HR staff Baby Lopez handed me their contract form,  
16 with only the signature page showing, and insisting that I sign, I had no  
17 reason to believe it was not the standard DOL form contract. Prior to signing  
18 this L&T contract form and at the time it was presented to me in the HR for  
19 signing, I was not given an opportunity to read the contract before signing it.  
20 When it was presented to me in the HR office, Baby Lopez just pushed the  
21 document through the counter-window with the pages turned back, showing  
22 only the signature page, and pointed to where I was to sign it, and said sign,  
23 which I did without reading it. I asked Baby "Can I read it first? Baby Lopez  
24 replied "no, we need to expedite for DOL processing and we need manpower."  
25

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1 The HR staff was rushing me and other applicants by insisting that I and the  
2 other applicants I saw present, hurry up and quickly sign, without delaying  
3 the document processing. From the mood and way the HR staff was acting,  
4 I was made fearful that if I didn't just sign the signature page as instructed,  
5 I would lose the job opportunity especially since none of the other applicants  
6 I saw there held up the line by or took time to read the contract document.  
7 I observed the HR staff acting the same way with other workers who signed  
8 before and after my turn. Neither Baby Lopez, nor any one else, ever showed  
9 me my contract document until the time and date they asked me (us) to sign  
10 at HR. I was never given a copy of the L&T contract document I signed before  
11 my termination on or about May 13, 2004. After my termination I was  
12 surprised when I later learned of some of the terms and conditions in L&T's  
13 self-styled contract. Had I known that the L&T contract contained terms  
14 restricting me from being employed with other competing companies in Saipan  
15 and allowing L&T to terminate me at any time as a reduction in force, I would  
16 not have agreed to it or signed it.

17  
18 III.  
PERFORMANCE EVALUATION

19 8. There was no individualized measurement or testing to determine my or  
20 each Packer's individual performance or production. The only production  
21 measurement or test was done by counting the output (production) from each  
22 of the different lines of Packers. There was really no way for me as an  
23 individual packer to control or show an increase in the number of products  
24 because I was just one individual on the line with many others. In the  
25

1 packing section our work was performed by groups of workers on so-called  
2 lines. The packages or items we were assigned to work on often varied from  
3 day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who  
4 is Chinese. When I and other Filipino workers tried to ask her questions  
5 regarding our work she could not answer nor explain because she does not  
6 speak english fluently. (See Defendant's Response to Plaintiffs' First Set of  
7 Request for Interrogatories No. 49a).

8  
9  
10 IV.  
11 TERMINATION

12 9. I was employed and worked for L&T International Corporation as a hand  
13 packer form March 2004, until May 13, 2004, when I and other workers in the  
14 hand packing section were summoned by the calling of our individual names  
15 over the public address system, to report to the Human Resources (HR) office.  
16 I believe and understand we were called in two batches, one about 3:00 p.m.  
17 and one about 5:00 p.m. (See Deposition of Jack Torres, page 97, lines 14-17).

18 10. I did not know why we were being called to come to HR. I thought that  
19 we were being called regarding receipt of our anticipated ATM Cards that L&T  
20 had previously given us and had us fill out an application for, as they told me  
21 and other workers present, to make it easier and more convenient for (us)  
22 workers to access and get our anticipated bi-weekly wage payments without  
23 having to stand in line waiting for and trying to cash payroll checks. I was  
24 made more assured of my continued employment and anticipated pay check  
25 by L&T having asked me and other workers to set up these ATM accounts to  
facilitate our anticipated payroll check payments.

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1 11. As we arrived at the designated meeting room, I observed other workers,  
2 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR  
3 staff, were present at the May 13, 2004 meeting.

4 12. I did not see or hear Corazon Quing read or reading from any document  
5 or the so-called "communication plan" as described and stated in Exhibit "A"  
6 attached to the Declaration of Corazon Quing.

7 13. More specifically, I (we) were not told as stated by Corazon Quing that we  
8 the workers, had the right to appeal our termination to the "Legal  
9 Department" of L&T or to any one else.

10 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,  
11 2004 meeting, informed us, that the purpose of the so-called second check  
12 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,  
13 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,  
14 as proposed RIF workers, that I (we) be given "written notice of separation at  
15 least 15 days prior to the effective date of separation, or severance pay in lieu  
16 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines  
17 20-24).

18 15. It was my honest belief that I and my co-workers were terminated on May  
19 13, 2004 and that the termination was effective immediately on and from May  
20 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting  
21 that today (May 13, 2004) was our last day of employment and they demanded  
22 that we give up and turn in our company ID cards which were required and  
23 needed for company employees to freely enter company premises; and more  
24 importantly, our I.D.s were swipe-cards for the time-clocks so we could not  
25 clock in or out without them, in addition to being required to "turn over any

1 and all company properties in your possession... on or before May 13, 2004"  
2 as stated in the Notice of Termination. (See Ex. "D," Defendant's  
3 Memorandum).

4 16. As a result I believed and felt that I was terminated and forced to stop  
5 working on May 13, 2004, the same date that the Notice of Termination (dated  
6 May 12, 2004) was given to me. Hence, I was not given the required prior  
7 notice of termination and/or of the RIF.

8 17. I and the other plaintiffs worked a set work schedule and shift, and  
9 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,  
10 for a total of forty-two (42) hours each work week, which included two (2) hour  
11 overtime each work week while employed at L&T. At the time of my  
12 termination, no one from L&T offered to assist me in finding other employment  
13 or told me that they would or could assist me in getting work with affiliate  
14 companies of L&T.

15  
16 V.  
EMOTIONAL DISTRESS

17 18. After my termination on May 13, 2004, I lost my appetite to eat. I  
18 thought I had a stable job with L&T but I did not. The way L&T broke the news  
19 of termination to us, not individually or privately, but *en masse* in front of all the  
20 other employees, resulted in wailing, crying and shouting and pandemonium among  
21 the workers present; I and the other workers present were crying and hugging each  
22 other and trying to console one another. I was shocked, in a stupor, mortified and  
23 dumbfounded.  
24  
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1 19. The termination left me physically and emotionally drained from the severe  
2 emotional distress caused thereby. I could not sleep and I just kept on crying.  
3 I keep thinking about my children's education. They already missed school  
4 because I did not have money to send for their school expenses.

5 20. My boyfriend always argue over money and expenses. He is complaining  
6 that he is the only one providing and spending for our needs.

7 21. My daughter needs a medicine for the boils that popped out all over her  
8 body. I did not have money to buy her medicine.

9 22. I went to the Medicaid office to get medicaid card but they did not approve  
10 my application yet.

11 23. I tried to borrow money from friends, but nobody is willing to lend me  
12 money because they know I do not have a job. I had already either pawned  
13 or sold my valuables just to be able to survive.

14 24. My boyfriend and I are always quarreling regarding finances as he is the  
15 only one spending for our needs. My boyfriend already wants me and my  
16 daughter out of his barracks. After the termination, I felt physically and  
17 emotionally drained from severe emotional distress.

18 25. When I ponder and look back at what happened with my employment at  
19 L&T, I regret having worked at L&T at all.

20  
21 I declare under penalty of perjury that the foregoing is true and  
22 correct and that this declaration was executed this 26<sup>th</sup> day of September,  
23 2006.  
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BALICHA, ESTELITA